

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A. and
MEDITERRANEAN SHIPPING CO. (USA)
INC.,

Plaintiff(s),
-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07-cv-11110 (Baer)

AFFIDAVIT IN SUPPORT OF
MOTION FOR DEFAULT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

JORGE A. RODRIGUEZ, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and am associated with the firm of MAHONEY & KEANE, LLP, attorneys for Plaintiffs in the above-entitled action and I am familiar with all the facts and circumstances in this action.

2. I make this affidavit pursuant to Rule 55.1 and 55.2(a) of the Civil Rules for the Southern District of New York, in support of Plaintiffs' application for the entry of a default judgment against Defendant ALL AMERICAN PRODUCE CORP. ("ALL AMERICAN").

3. Herewith attached are true copies of the following:

Exhibit 1. Summons and Complaint;

Exhibit 2. Affidavit of Service;

Exhibit 3. Statement of damages;

Exhibit 4. Supporting documentation;

Exhibit 5. Stipulation of Settlement;

Exhibit 6. Clerk's certificate; and

Exhibit 7. Proposed order

4. Plaintiffs commenced this action against Defendants for unpaid freight charges.

(Ex. 1).

5. Jurisdiction of the subject matter is based on 28 USC § 1333 and admiralty/maritime jurisdiction. (Id.).

6. This action was commenced on or about December 7, 2007 by the filing of the summons and complaint. (Id.). The summons and complaint were served on defendant on January 30, 2008 by personally delivering said documents to GEORGE RODRIGUEZ, JR, authorized by appointment or law to receive service of process on behalf of defendant, at the defendant's place of business. (Ex. 2). Proof of service by the Special Process Server was filed. (Id.).

7. Subsequent to the service of the Summons and Complaint, Mr. Jorge Rodriguez, the representative of ALL AMERICAN, contacted the undersigned and asked that the matter be settled without further intervention of the Court.

8. As a result, the parties entered into a stipulation of settlement, whereby Defendant was required to pay a total of \$6,311.58, in consideration for Plaintiffs' dismissal of the underlying action. (Ex. 5).

9. The terms of the stipulation required that the payments be made in three equal installments of \$2,103.86. (Id.).

10. Under the terms of the stipulation, the first of the three payments was to be made five days after Defendant's execution of the stipulation of settlement. (Id.). The second payment was due thirty days after the initial payment, or in any event, no later than May 20, 2008. (Id.). The

third payment was due sixty days after the initial payment, or in any event, no later than June 20, 2008. (Id.).

11. Defendant made the initial payment, as per the terms of the stipulation.

12. Defendant, thereafter, failed to provide any additional payments.

13. The undersigned attorney contacted Defendant via email and telephone, in an effort to resolve Defendant's default. However, Defendant failed to provide payment for the amounts outstanding under the terms of the stipulation.

14. Defendant has not answered the Complaint and the time for the Defendant to answer the Complaint has expired.

15. Defendant has, likewise, defaulted on its obligation under the settlement agreement.

16. This motion seeks judgment for the liquidated amount of \$4,207.72, plus costs, fees and disbursements in the amount of \$469.95, for a total of \$4,677.67, plus interest at the legal rate in effect in this jurisdiction. (Ex. 3).

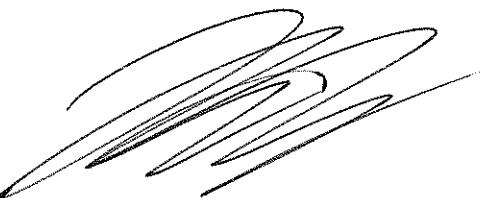
17. The amounts demanded are justly due and owing, no part of which has been paid, though duly demanded.

18. The defendant is not an infant or incompetent.

19. The disbursements sought to be taxed have been made in this action or will necessarily be made herein.

WHEREFORE, Plaintiffs request the entry of Default and the entry of the annexed Judgment against Defendant.

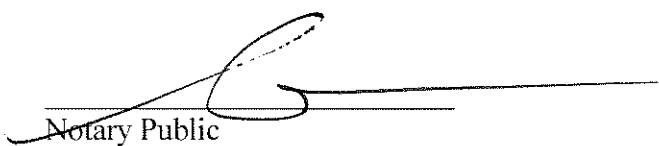
By:



Jorge A. Rodriguez

Sworn to before me this

18th day of July, 2008



Notary Public

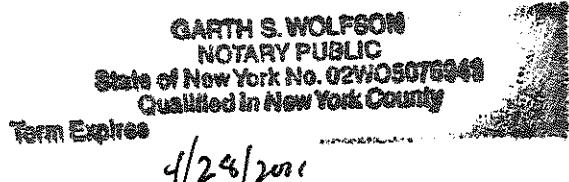


Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.
and MEDITERRANEAN SHIPPING CO.
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

SUMMONS IN A CIVIL ACTION

Case No. 07 CIV

07 CV 11110

JUDGE BAER

TO: (name and address of defendants)

ALL AMERICAN PRODUCE CORP.
426 S.W. 8th Street, #8
Miami, FL 33130

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY
(name and address)

MAHONEY & KEANE, LLP
111 Broadway, 10th Floor
New York, NY 10003
(212) 385-1422

an answer to the complaint which is served on you with this summons, within **twenty (20)** days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

DEC 07 2007

CLERK

DATE

James Quintero
DEPUTY CLERK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.
and MEDITERRANEAN SHIPPING CO.
(USA) INC.,

Plaintiff(s),

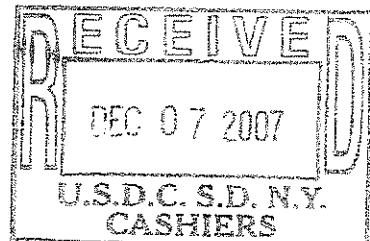
-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07 CIV 11110

COMPLAINT



PLEASE TAKE NOTICE that Plaintiff(s), MEDITERRANEAN SHIPPING CO. S.A. and MEDITERRANEAN SHIPPING CO. (USA) INC., (collectively "MSC"), by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant(s), ALL AMERICAN PRODUCE CORP., ("ALL AMERICAN"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.
2. Plaintiff MEDITERRANEAN SHIPPING CO. S.A. is a legal entity duly organized and existing pursuant to the laws of a foreign country.
3. Plaintiff MEDITERRANEAN SHPPNG CO. (USA) INC. is a legal entity duly organized and existing pursuant to the laws of the United States with offices and a place of business located in the Southern District.

4. Defendant ALL AMERICAN is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 426 S.W. 8th Street, #8, Miami, FL 33130.

5. The United States District Court for the Southern District of New York is the proper venue for this action, as Plaintiff MSC resides and/or maintains a principal place of business in the Southern District of New York.

6. The Southern District is also the proper venue for this action pursuant to the Law and Jurisdiction Clause of the applicable contract.

7. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT ALL AMERICAN

8. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "7" as if specifically set forth herein at length.

9. At all times relevant herein, Defendant ALL AMERICAN entered into agreements, service contracts, contracts of affreightment, charter agreements and/or bills of lading, with Plaintiff for the carriage, storage, handling, care and/or maintenance of Defendant's cargoes by Plaintiff in consideration for payments by Defendant to Plaintiff for said services.

10 Plaintiff duly performed all duties and obligations required to be performed by Plaintiff in connection with Defendant's goods.

11. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to pay freight, dead freight, demurrage, detention, port fees, tariffs and other associated costs.

12. As a result of Defendant's breach of the subject agreements and Plaintiff has incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the agreements and at law.

13. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject agreements and violated Plaintiff's rights under the law.

14. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's damages due and owing under the agreements and at law.

15. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$4,855.06, together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT ALL

AMERICAN

16. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "15" as if specifically set forth herein at length.

17. Defendant has an account stated with the Plaintiff.

18. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$4,855.06, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT ALL AMERICAN

19. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "18" as if specifically set forth herein at length.

20. Plaintiff is due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiff prays:

(A). that judgment be entered in favor of Plaintiff for an amount exceeding **four thousand eight hundred and fifty-five dollars and six cents \$4,855.06**, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). that Court process be issued against the Defendant; and

(C). ... that Plaintiff be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York

December 5, 2007

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
MEDITERRANEAN SHIPPING CO. S.A. and
MEDITERRANEAN SHIPPING CO. (USA)
INC.

By: 

Jorge A. Rodriguez (JR 2162)
111 Broadway, Tenth Floor
New York, New York 10006
Tel (212) 385-1422
Fax (212) 385-1605
Our File No. 12/3507/B/07/12

SERVICE LIST

ALL AMERICAN PRODUCE CORP.
426 S.W. 8th Street, #8
Miami, FL 33130

Exhibit 2

20071211143319

AO 440 (Rev. 10/93) Summons in a Civil Action

RETURN OF SERVICE

SERVICE OF: **SUMMONS, COMPLAINT**
 EFFECTED (1) BY ME: **OUT OF STATE**
 TITLE: **PROCESS SERVER**

DATE: 1-30-08

CHECK ONE BOX BELOW TO INDICATE APPROPRIATE METHOD OF SERVICE:

 Served personally upon the defendant:

ALL AMERICAN PRODUCE CORP.

George Rodriguez Jr. man Agent

Place where served:

426 SW 8th St. #3 Miami FL 33130

[] Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:

Relationship to defendant: Managing Agent

Description of person accepting service:

SEX: M AGE: 25 HEIGHT: 5'8" WEIGHT: 140 SKIN: Brown HAIR: Black OTHER: _____ To the best of my knowledge, said person was not engaged in the U.S. Military at the time of service

STATEMENT OF SERVER

TRAVEL \$ _____

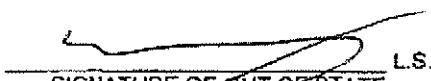
SERVICES \$ _____

TOTAL \$ _____

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Return of Service and Statement of Server is true and correct.

DATE: 1/30/2008


 L.S.
 SIGNATURE OF OUT OF STATE
 GUARANTEED SUBPOENA SERVICE, INC.
 2009 MORRIS AVENUE
 UNION, NJ 07083

ATTORNEY: JORGE A. RODRIGUEZ, ESQ.
 PLAINTIFF: MEDITERRANEAN SHIPPING CO., ET AL
 DEFENDANT: ALL AMERICAN PRODUCE CORP.
 VENUE: SOUTHERN DISTRICT
 DOCKET: 07 CV 11110

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

RR

Exhibit 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.
and MEDITERRANEAN SHIPPING CO.
(USA) INC.,

Plaintiff(s),
-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07-cv-11110 (Baer)

STATEMENT OF DAMAGES

Stipulated settlement amount..... \$6,311.58

Payment made..... (\$2,103.86)

Costs and Disbursements:

Clerk's filing fee..... \$350.00

Process server fee..... \$119.95

Total..... \$4,677.67

Exhibit 4



430 Fifth Avenue

New York, NY 10018

420 Fifth Ave. New York, NY 10018
PH: (212) 764-4800 Fax: (212) 764-6599

FREIGHT INVOICE

Oscillation Theory

Invoice Number : MSCUPC0118896

Vessel / Voyage : MSC BELEM 38R

BCI Number : MSCLUB0219895

Place of Receipt :

Year	Population	Area (sq km)	Density (per sq km)
1950	1,000,000	100,000	10,000
1960	1,500,000	100,000	15,000
1970	2,000,000	100,000	20,000
1980	2,500,000	100,000	25,000
1990	3,000,000	100,000	30,000
2000	3,500,000	100,000	35,000
2010	4,000,000	100,000	40,000
2020	4,500,000	100,000	45,000
2030	5,000,000	100,000	50,000
2040	5,500,000	100,000	55,000
2050	6,000,000	100,000	60,000
2060	6,500,000	100,000	65,000
2070	7,000,000	100,000	70,000
2080	7,500,000	100,000	75,000
2090	8,000,000	100,000	80,000
2100	8,500,000	100,000	85,000

Port of loading : Paita

Arrival Date : 13-May-2007

Port of discharge : PORT EVERGLADES

Place of delivery:

BILL TO: WORLD LOGISTICS LLC
1471 NW 21 ST.
MIAMI, FL 33142

REFERENCES

CONTAINER NUMBER		CONTAINER TYPE	PKGS	H.M.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
MISC0744971	40' High Cube Reefer				1071 BOXES FRESH LEMON FREIGHT COLLECT TEMPERATURE 80 VENTILACION 30 % HUMEDAD 95 % "THE REEFER TEMPERATURE TO BE SET AT +8 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS" SHIPPER DECLARAS QUE CUALquier MATERIAL DE MADERA DEBE SER CONFORME CON LAS REGLAS ISPM 15, EN CASO CONTRARIO EL CONTENEDOR SERA RETORNADO AL PUERTO DE CARGA - DAÑOS, COSTOS Y MULTAS SE COLOCAN A CREDITO DEL REMITENTE.	20,050.00 Kgs 44,202.68 lbs.	0.00 cu. m. 40' HCU. ft.

PLAATJES MET VANNADE: 10 HANDELSPARTIJEN EN OSTEEL

Bill Of Lading Inserted by PXT>

Bill Of Lading Inserted by DTX

May file no receipt unless credit
relationship has been established.

Please make checks payable to:

MSC (USL), Inc.
and include the favorite Number
MSC U/P0319846 with your payment.

FREIGHT & CHARGES	Unit	Unit Rate	Amount	Type	Paid At	Exch Rate
ISPS Import	1	USD 5.00	USD 5.00	C		
Ocean Freight	1	USD 4,800.00	USD 4,800.00	C		
Wharfage	1	USD 49.00	USD 49.00	C		
Total			USD 4,855.00			

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MEDITERRANEAN SHIPPING
COMPANY

MEDITERRANEAN SHIPPING COMPANY S.A., Geneva

COPY - NON NEGOTIABLE

MSCTIPO319896

40' REEFER NO. 40474994		COMMON TRANSPORT SHIPMENT'S FAT - in Boxes 5, 6, 8 & 10; Box 1		No. of original Bill (number & words)	MSDUC01 0319890			
CONTAINER NUMBER GRO. EXPORT. ELITE S.A.C.				3 THREE	No. of Box Rider Pages (number & words) 0 ZERO			
T.P. ELITE SIN UPS BELLAMAR PERU ETAPA AV UNIVERSITARIA NICO CHIMBOE HIMBOE.				(2) CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIDENED TO ORDER) A.A. PRODUCE CORP.				
				2385 NW 7 ST SUITE 201 MIAMI FLORIDA 33142 MIAMI, FL MIAMI, FL 33142				
ADDITIONAL INFORMATION AND AGREEMENT OF THIS AGENT FOR FAILURE TO NOTIFY WORLD LOGISTICS INC				(4) SPACE FOR CARRIER'S AGENTS ENDORSEMENTS (FOCL/SLSC)				
171 NW 21 ST MIAMI, FL MIAMI 33142								
REBAGGED BY: XXXXXXXXXXXXXX		THE PLACE OR POINT Combined Transporting XXXXXXXXXXXXXX						
PORT OF LOADING LIMA, PERU		OR PORT OF DISCHARGE PORT EVERGLADES, FL						
TELEPHONE NO. 041-201-1000 XXXXXXXXXXXXXX		INVOICE OR DOCUMENT NUMBER FROM CARRIER XXXXXXXXXXXXXX						
CARRIER'S NAME SC BELEM - BR		NAME OF FORWARDER OR BROKERAGE COMPANY MEDITERRANEAN SHIPPING COMPANY						
SHIPPER'S MEMORANDA: BOXES (A) TO (E) AND BOX 13 ARE NOT PART OF THIS B/L CONTRACT - FOR MERCHANT'S USE ONLY								
FOR FORWARDING AGENT - REFERENCE M42396 MSDUC0319890								
ALL INFORMATION CONTAINED ON THIS BILL OF LADING IS FOR THE EXCLUSIVE USE OF THE CARRIER AND IS NOT TO BE COPIED OR REPRODUCED EXCEPT AS AUTHORIZED IN THE BILL OF LADING.								
CARRIER'S RECEIPT (Continued on Other B/L or Loading Rider page(s), if applicable)		10. All details shown in Box 10 are furnished by the shipper, being their Manifestation, Condition, Contents and all other information entered in Box 10 are accepted by the carrier, who has no means to verify their correctness and does not acknowledge them. The statements of the shipper in Box 10 do not entitle the carrier contractually or in any other way.						
Identity Name of Consignee SUBMITTED AND APPROVED		Surgeon Number Reported as Non-compliant	Number of Ships or Containers Received by the carrier	INC Code	Cargo Description (Continued on attached Bill of Lading Rider page(s), if applicable)		Gross Weight	Measurement
C07474991 40' HIGH CUBE, N 00068811 H28R70			5		1971 BOX(S) OF 1971 BOXES FRESH LEMON FREIGHT COLLECT TEMPERATURE BC VENTILACION 30 % HUMEDAD 95 % THE REEFER TEMPERATURE TO BE SET AT +8 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS. SHIPPER DECLARAS QUE ANY APPLICABLE WOOD PACKAGING MATERIALS COMPLY WITH ISPM-15 REGULATIONS. FAILURE TO COMPLY WILL RESULT IN CONTAINERS BEING RETURNED TO LOAD PORT OR CARGO DESTROYED - ALL COSTS, FINES, PENALTIES, WILL BE FOR SHIPPER'S ACCOUNT (B.C - B.C.)		20,088.000 KGS. 44,202.684 LBS	
					BILL OF LADING INSERTED BY DTX MASTER BILL NUMBER MSDUC0319890, IN FO FROM FIELD BL113 IN 55		TOTAL : 20,088.000 KGS 44,202.684 LBS	

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EX-345857 E-CHARGES PAYABLES **EX-345857 E-CHARGES PAYABLES** **EX-345857 E-CHARGES PAYABLES** **EX-345857 E-CHARGES PAYABLES**

FREIGHT & CHARGES	BASIS	RATE	PAYABLE AT		
			POL	POD	ELSEWHERE
SEAN FREIGHT	1	4,800.00	USD	4,800.00	
HARPAK	1	48.06	USD	48.06	

PLACE AND DATE OF ISSUE:
MEDITERRANEAN SHIPPING COMPANY
/2007 SHIPPED ON BOARD
DATE:
4/18/2007 AS AGENTS FOR THE CARRIER

All American Produce Corp.
2140 NW 13th Ave
Miami, FL 33142
May 18, 2007

cc : T. CORDOVA

Mediterranean Shipping Company
Jose Moreno
8200 NW 52nd Ter # 301
Doral, FL 33166
Telephone: (305) 477-9277

Dear Mr Moreno:

This letter is to inform you that we placed a stop payment on check #1345 which was used to pay for freight charges for container # MSCU-741497-1. We took that action due to the fact that the commodity which we received, limes, were received in poor condition. A claim has already been opened with your cargo claims department as the container which shipped on April 18th 2007, did not arrive up until May 15th 2007; extending the original transit time by more than 2 weeks.

The shipper is:

AgroExport Elite S.A.C

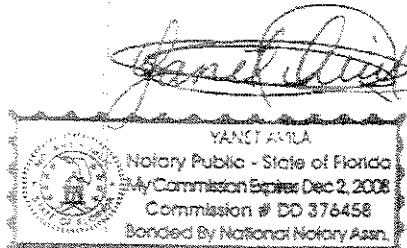
M2 PR LTE S/N URB BELLAMAR IERA ETAPA

AV UNIVERSITARIA LA NVO CHIMBOTE

Sincerely,


Jorge Rodriguez

President.



Jorge Rodriguez who is
* personally known to me

State of FL
County of Dade

061100601

This is a LEGAL COPY of your
book. You can use it the same
way you would use the original
book.

RETURN REASON (C)
STOP PAYMENT

\$259.70 5/25/67

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2000032181526** X00004B55082

• EX-AM-11-XM RETURN NOTICE

The following items previously deposited to your account were returned unpaid. These items have been charged back to your account along with any applicable return item fees. Please deduct the total amount listed below from your account balance.

Return Reason	Check Number	Account Number	Check Amount	Fee Amount
STOP PAYMENT?	1345	2000033181526	\$ 4855.06	\$ 0.00
Sequence: 0142338420				
		TOTAL: 1 RETURN(S)	\$ 4855.06	\$ 0.00

Important Information About Your Checking Account - Substitute Checks and Your Rights

What is a **non-territorial** Check?

To reduce check processing costs, federal law permits banks to replace original checks with "substitute checks." These checks are created in sets of original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just as the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice summarizes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to these transactions.

[View my complete reporting system usage checklist](#)

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdraw the wrong amount from your account or that we withdraw money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from

your account and fees that were charged as a result of the withdrawal (for example, bank fees, check fees.)

The amount of the refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of the refund if an account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact your bank representative. You must

contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you have agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include the following items:

(2) An estimate of the amount of your loss;
(3) An explanation of why the substitute check you

(4) A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the date the check was written, the name of the person to whom you wrote the check, the name of the person signing the check (you or joint account holder), and the amount of the check.

Exhibit 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.
and MEDITERRANEAN SHIPPING CO.
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07-cv-11110 (Baer)

STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for Plaintiff, MEDITERRANEAN SHIPPING CO. S.A. and MEDITERRANEAN SHIPPING CO. (USA) INC. ("MSC") and Defendant, ALL AMERICAN PRODUCE CORP. ("ALL AMERICAN"), that this action and all claims, cross-claims and counter-claims are settled as follows:

1. Defendant ALL AMERICAN agrees to pay a total of six thousand three hundred and eleven dollars and fifty-eight cents (\$6,311.58) in consideration for Plaintiffs' dismissal of the foregoing action.
2. Said payment shall be disbursed by ALL AMERICAN in three equal installments of \$2,103.86, each, to be made by certified or bank check. All checks are to be made payable to Mediterranean Shipping Company and Mahoney & Keane, as attorneys.
3. Defendant agrees to provide the first of the referenced payments within five days of the execution of this settlement agreement.
4. Defendant agrees to provide the second of the referenced payments within thirty days of the initial payment, or, in any event, no later than May 20, 2008.
5. Defendant further agrees to provide the third of the referenced payments within sixty days of the initial payment, or, in any event, no later than June 20, 2008.
6. Plaintiffs' Notice of Discontinuance shall be held in escrow by Plaintiff's attorneys until

the aforesaid payment is made.

7. This Stipulation may be executed in counterparts, and each counterpart shall be and constitute a part of this Stipulation, and all counterparts together shall constitute the original Stipulation.

Dated: New York, New York

May 5
April, 2007

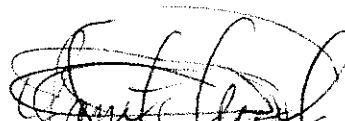
MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
MEDITERRANEAN SHIPPING CO. S.A. and
MEDITERRANEAN SHIPPING CO. (USA) INC.

By: _____
Jorge A. Rodriguez, Esq. (JR 2162)
111 Broadway, Tenth Floor
New York, New York 10006
Tel (212) 385-1422
Fax (212) 385-1605
Our File No. 12/3507/B/07/12

Dated:


(L.S.)
JORGE RODRIGUEZ, AS AGENT OF
DEFENDANT ALL AMERICAN PRODUCE
CORP.

Sworn to before me this
24 day of April, 2008


Notary Public

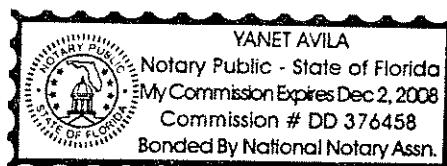


Exhibit 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.
and MEDITERRANEAN SHIPPING CO.
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07-cv-11110 (Baer)

CLERK'S CERTIFICATE

I, J. MICHAEL MCMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action commenced on December 7, 2007 with the filing of a summons and complaint, a copy of the summons and complaint was served on defendants ALL AMERICAN PRODUCE CORP., by personally serving GEORGE RODRIGUEZ, JR., authorized by appointment or law to receive service of process, at defendants' place of business, and proof of such service thereof was filed on February 12, 2008.

I further certify that the docket entries indicate that the defendants have not filed an answer or otherwise moved with respect to the complaint herein. The default of the defendants is hereby noted.

Dated: New York, New York

July 8, 2008

J. MICHAEL MCMAHON
Clerk of the Court

By:

Deputy Clerk

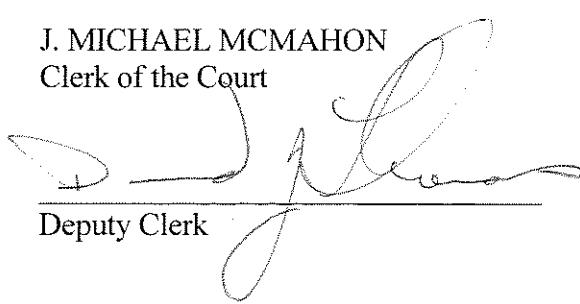


Exhibit 7

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.
and MEDITERRANEAN SHIPPING CO.
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07-cv-11110 (Baer)

DEFAULT JUDGMENT

This action having been commenced on December 7, 2007, by the filing of the Summons and Complaint, and a copy of the Summons and Complaint in this action having been duly served on defendant ALL AMERICAN PRODUCE CORP., on January 30, 2008, by personally delivering copies of said documents to GEORGE RODRIGUEZ, JR., authorized by appointment and/or law to accept service on behalf of defendant, at defendant's principal place of business, and proof of service having been filed on February 12, 2008, and said defendant having failed to plead or otherwise defend this action, and the time for answering the Complaint having expired, it is,

ORDERED, ADJUDGED and DECREED: That plaintiffs have a judgment against defendant in the liquidated amount of **\$4,207.72**, the amount claimed, plus **\$469.95** in costs, disbursements and attorney fees, amounting in all to the sum of **\$4,677.67**, plus interest at the legal rate in effect on the date of this judgment; and, that the plaintiffs have execution therefor.

Dated: New York, NY

_____, 2008

By:

U.S.D.J.

STATE OF NEW YORK :
SS.:
COUNTY OF NEW YORK :

ARLINE VALENTI, being duly sworn, deposes and says: I am not a party to the action, am over 18 years of age and reside in, Staten Island, New York.

On July 18, 2008, I served a true copy of the annexed **NOTICE OF MOTION WITH SUPPORTING PAPERS**

TO: ALL AMERICAN PRODUCE
426 S.W. 7TH STREET, #8
MIAMI, FLORIDA 33130

on this date by mailing the same in a sealed envelope, with postage prepaid thereon, in an official depository of the U.S. Postal Service.



ARLINE VALENTI

Sworn to before me on this
18th day of July, 2008



Notary Public

JORGE RODRIGUEZ
NOTARY PUBLIC
State of New York No. 02R06128023
Qualified in New York County
Term Expires 06/06/2009